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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

10-6-75
138C/2115

JUDITH DOLORES (ROBERTS) HOLLIDAY)
)
VS.) NO: 79044
)
MICHAEL HENRY HOLLIDAY) Map. 121 Par. 81.01

FINAL DECREE

This cause came on to be heard on September 29, 1975, before the HONORABLE J. WILLIAM RUTHERFORD, JUDGE OF THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, upon the original bill for divorce filed by the complainant; the order for default judgment being duly entered; upon testimony of

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complainant and that of her corroborative witnesses examined in open court; argument of counsel, and the entire record; from all of which the court is of the opinion that the allegations contained in the original bill are fully sustained; that is, that the defendant has been guilty of such cruel and inhuman treatment and conduct toward the complainant as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be, and they hereby are, forever and perpetually dissolved, and that the complainant be, and she hereby is, granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement heretofore signed and executed by both parties be, and the same hereby is, ratified and approved by the court and made a part of this decree as follows:

WHEREAS, Michael Henry Holliday and Judith Dolores (Roberts) Holliday, are husbandand wife, having been married on May 18, 1963, in Davidson County, Tennessee; and,

WHEREAS, two children have been born of this union; namely, Michael Richard Holliday, born December 21, 1963, and Steven Wayne Holliday, born November 29, 1971; and,

WHEREAS, Judith Dolores Holliday has filed the original complaint for absolute divorce against Michael Henry Holliday in the First Circuit Court of Davidson County, Tennessee; and,

WHEREAS, both parties in order to avoid expense, have reached an amicable settlement of the questions of the rights of eachparty in their marital estate, and the question of custody of the children, as well as the question of child support.

It is, therefore, HEREBY UNDERSTOOD and AGREED by Judith Dolores Holliday and Michael Henry Holliday, that in the event the court in this cause of action, or any other action, grants an absolute divorce to said Judith Dolores Holliday, then, and only in that event, the following understanding, agreement and settlement will be submitted to the court for its approval, ratification and inclusion in any final divorce decree entered in this cause:

1. It is agreed that the mother, Judith Dolores Holliday, is a fit and proper person to have custody of the minor children of the parties, Michael Richard Holliday and Steven Wayne Holliday, and that it be recommended to the court that in the final decree the custody be given to the complainant, Judith Dolores Holliday, with rights and privileges of the defendant to see and visit said minor children, and said minor children to visit him at reasonable times and places.

2. It is agreed that Michael Henry Holliday shall pay to Judith Dolores Holliday, the sum of Two Hundred and Thirty Dollars ($230.00) per month as child support, and it is further agreed that he shall maintain at alltimes in the future during the children's minority, hospitalization insurance coverage for them. The parties agree to split on a fifty-fifty basis. one-half of all medical and dental care not covered by the said hospitalization insurance.

3. The home of the parties located at Route 1, Pleasant Hill Road, Donelson, Tennessee, shall become the sole property of Judith Dolores Holliday, and she agrees to assume and pay the mortgage on the said real estate. Judith Dolores Holliday agrees to pay within six years after the date of the divorce, to Michael Henry Holliday, the sum of One Thousand Seven Hundred Dollars ($1,700.00) for his equity in the home. Should Judith Dolores Holliday remarry within the said six-year period, then, in that event, she agrees to pay to Michael Henry Holliday within six months, the sum of One Thousand Seven Hundred Dollars ($1,700.00) or any balance then remaining on the $1,700.00 payment.

4. Possession and ownership of the household furniture and furnishings of the parties, with the exception ofthe color television set shall become the sole property of Judith Dolores Holliday, as well as a 1968 Chevrolet automobile, and she agrees to pay any balance or encumbrances due and owing on the said personal property.

5. Possession and ownership of the houseboat, fishing boats, motors, and trailers owned by the parties, along with a 1965 Chevrolet automobile, two shotguns and gun racks shall become the sole property of Michael Henry Holliday, and he agrees to assume and pay any balances or encumbrances due and owing on the said personal property, and hold Judith Dolores Holliday harmless therefor.

6. Michael Henry Holliday agrees to pay to Edward Nave the sum of One Hundred and Fifty Dollars ($150.00) as his attorney's fee for representing Judith Dolores Holliday in this cause.

It is distinctly understood and agreed between the parties, as evidenced by their signatures below, that each party has read this instrument; that each party understands it fully, and that both have signed for the purposes mentioned therein.

DATED this _____ day of _____, 1975.

/s/ Judith Dolores Holliday
JUDITH DOLORES HOLLIDAY

WITNESS:

_____

/s/ Michael Henry Holliday
MICHAEL HENRY HOLLIDAY

WITNESS:

_____

A more adequate description of the subject land located at Route 1, Pleasant Hill Road, Donelson, Tennessee, the home of the parties, is as follows:

> Land lying and being in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, and more particularly described according to an unrecorded survey made by Hickerson & Hickerson, Engineers, dated February 14, 1961, as follows, to wit:
>
> Beginning at a point in the center of Pleasant Hill Road, said point being 214 feet along the center line of Pleasant Hill Road north from the center line of Couchville Pike; thence north 2° 15' east along the center line of Pleasant Hill Road 100 feet to an iron pin; thence south 87° 28' east 219.0 feet to an iron pin; thence south 0° 28' east 100 feet to an iron pin; thence north 86° 28' west 224.4 feet to an iron pin in the center of Pleasant Hill Road, the point of beginning and containing 0.51 acres, more or less.

The defendant is ordered to pay the costs of this cause.

For all of which execution may issue, if necessary.

APPROVED FOR ENTRY:

EDWARD NAVE
Attorney for Complainant

JUDGE 10-6-75

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JUDITH DOLORES (ROBERTS) HOLLIDAY *Plaintiff, and* MICHAEL HENRY HOLLIDAY *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 5 *day of* APRIL *in the year one thousand nine hundred and* SEVENTY-SIX *and in the* 200th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By James Smith, *D. C.*

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cc: Michael H. Holliday
7000 Bonnafair Drive
Hermitage, Tennessee
10/6/75

IDENTIF. REFERENCE

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FELIX A. HILL REGISTER
DAVIDSON COUNTY, TENN.

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